

**SPECIFICATIONS FOR  
WINTER ROAD SAND**

**TOWN OF GOSHEN  
PUBLIC WORKS DEPARTMENT  
GOSHEN, CT 06756**

**September 8, 2015**

Prepared by:

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Public Works Department  
Town of Goshen  
Goshen, CT 06756

# SPECIFICATIONS

Bid: WINTER ROAD SAND

Scope: Provide two bids for:

1. Dry Screened Winter Road Sand Delivered to the Town of Goshen  
**Price Per Ton.**
2. Dry Screened Winter Road Sand Picked Up for the Town of Goshen.  
**Price Per Ton.**

Note: Average Sand usage per year is 1,000 tons plus or minus.

Sand order shall be placed by the Public Works Supervisor as needed.

**Your bid must be accompanied by a State Testing Certification. If awarded the bid, proof of insurance as outlined in the insurance section must be provided within 10 working days of notification of the award. No award will be complete until the Town of Goshen receives the properly completed insurance certificate. We understand that the insurance company may not be able to produce the policy endorsement evidencing the coverage within 10 working days. However, we expect to receive this policy endorsement within a reasonable time period or the contract will be void.**

Product inspection by the Town of Goshen, Public Works Supervisor, shall take place before bid approval and random inspections will be made at the times of delivery.

The bid price submitted shall be for the winter season of **2015-2016**. Delivery will commence in October and will cease at the end of April.

## INVITATION TO BID

**Submit sealed bids, clearly marked “Sand Bid 2015-2016”, to the First Selectman’s office, Town of Goshen, 42A North Street, Goshen, CT 06756. Bids will be opened publicly and read aloud at the Selectmen’s meeting. Date: **October 6, 2015 5:00 p.m.****

The information for Bidders may be obtained at the offices of Public Works, 38 Torrington Road, Goshen, CT 860-491-6029 or the office of the First Selectman, 42A North Street, Goshen, CT 860 491-6034 x 221. The Town of Goshen reserves the right to waive any informalities in Bids, to reject any or all Bids, or to accept any proposal that in their judgment will be in the best interest of the Town of Goshen. The Town of Goshen does not discriminate on the basis of sex, race, age, physical disability, religion or national origin.

## INSTRUCTIONS TO BIDDERS

### BIDDING PROCEDURES:

Bids shall be submitted **in duplicate** on the forms designated by the Town of Goshen.

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Town Hall, First Selectman's Office, 42A North Street, Goshen, CT 06756.

### BIDDER QUALIFICATIONS:

In order to qualify as a bidder for this project, the Contractor shall have been in business for three (3) years. Bidder shall submit a Certificate of Insurance for Liability and Workers' Compensation as outlined in the Insurance Section.

### BID OPENING:

Bids will be opened publicly on **October 6, 2015 at 5:00pm**, at the Goshen Town Hall, 42A North Street, Goshen, CT 06756 during the 5:00 p.m. Selectmen's meeting.

### EXAMINATION OF BIDDING DOCUMENTS:

**Bidders are to examine all documents.**

### MODIFICATION OR WITHDRAWAL OF BID:

Bids can be withdrawn or modified only by written or telegraphic request received before bid receipt time of **October 5, 2015**. Telegraphic requests must be confirmed by letter postmarked earlier than bid receipt time.

### TIME:

The Contractor to whom this Contract may be awarded will be required to commence delivery within ten days after the acceptance of the bid.

### FAIR EMPLOYMENT PRACTICES:

The successful Contractor shall agree that neither he nor his Sub-contractor will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices". In addition, the Contractor shall not discriminate with regard to requirements of ADA.

### Verification:

**The bid must be accompanied by a State Testing Certification.**

## SPECIFICATIONS:

Scope: This specification applies to sand for snow and ice control

Description: This sand shall consist of clean; hard durable and uncoated particles of crushed and/or uncrushed gravel, and shall be free from lumps of clay, soft or flaky material, loam or other detrimental material.

The sand shall contain not more than ten percent (10%) of material finer than the #200 sieve, using AASHTO Method T11.

The sand shall conform to the following gradation requirements:

Square Mesh Sieve	% Passing Mass
(Inches)	
3/8	100
#4	70 – 100
#50	0 – 40

Evidence of these specifications shall accompany each bid proposal.

## INSURANCE:

The Contractor shall carry the following minimum insurance coverages **and will furnish the TOWN OF GOSHEN with a Certificate of Insurance with the Town of Goshen named as an additional insured:**

1. Statutory Workers Compensation and Employers Liability with limits of \$100,000 each Accident, \$100,000 Disease-each employee and \$500,000 Disease-policy limit.
2. Commercial General Liability Form (1988 ISO Occurrence Form or equivalent)  
Limits: \$2,000,000 – Each Occurrence for Bodily Injury and Property Damage  
\$2,000,000 – Products, Completed Operations Aggregate Limit  
\$2,000,000 – General Liability Aggregate\* Limit  
\$2,000,000 – Personal Injury

\*General Aggregate MUST include per project endorsement

Town of Goshen, its officials, employees and volunteers, MUST be additional insureds with reference to this project on a primary basis. The **policy endorsement** evidencing this coverage must be provided with the certificate of liability insurance.

The insurer shall waive all rights of subrogation against the Town of Goshen, its officers, employees and volunteers arising from work performed by contractor.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insurance coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

3. Automobile Liability covering all owned, non-owned and hired vehicles.

Limit: \$2,000,000 – Combined Single Limit for Bodily Injury and Property Damage

Umbrella limits over Automobile Liability limits may be used to make up the required limits.

If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.

All losses defined which are not recoverable by virtue of any deductible clause, shall be absorbed by the Trade Contractor.

**SAMPLE CERTIFICATE OF LIABILITY INSURANCE ATTACHED**

## REJECTION OF BIDS:

The TOWN OF GOSHEN reserves the right to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

Bid may be rejected if it includes unexplained interlineations, alterations, or erasures, if it is made subject to any qualifications or restriction added by the bidder, if it is in any way incomplete or irregular.

## AWARD OF CONTRACT:

The TOWN OF GOSHEN reserves the right to accept any bid or to reject any or all bids and the right to waive any informalities in the bidding and to make award in any manner that is most beneficial to the TOWN OF GOSHEN. Nothing in the bidding requirements or the contract documents shall be interpreted as restricting these rights.

## INDEMNIFICATION

The Contractor hereby agrees to and shall indemnify and hold harmless the Town of Goshen, its agents and employees of said Town from any liability or damages for property damage or bodily injury, including death, which may arise from the Contractors negligent acts under this agreement, to the proportion such negligence contributed to this damage, injury or loss, whether such acts be by the Contractor or any or its subcontractors. The Town of Goshen agrees to and shall indemnify and hold The Contractor harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than The Contractors negligence.

\_\_\_\_\_  
Signature (Owner)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Company) Please print or type

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(\_\_\_\_\_)\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
FAX

# TOWN OF GOSHEN

## Bid Form:

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

Signature \_\_\_\_\_

Submit prices for:

## Dry Screened Winter Road Sand Delivered

## Dry Screened Winter Road Sand Picked Up

This proposal is made with the understanding that it will not be withdrawn before the elapsed time of sixty (60) days.

The undersigned further declares that he/she has carefully examined the site of the work, the Invitation to Bid, Instructions to the Bidders, specifications and hereby offers and agrees to the following: **(PLEASE COMPLETE PER TON PRICE )**.

Total Price **Per Ton**: \$ \_\_\_\_\_  
DELIVERED

Total Price **Per Ton**: \$                       
PICKED UP

(Please complete this form in duplicate)

## NON-COLLUSION AFFIDAVIT

**The undersigned certifies, under penalty of perjury, that to the best of his/her knowledge and belief:**

1. The prices in this bid have been arrived at independently without collusion, consultations, communication, or agreement with any other bidder or competitor on any matter whosoever for the purpose of restricting competition;
2. Except as may be required by law, prices quoted in this bid have not been knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor, nor will they be so disclosed prior to the opening of bids;
3. No attempt has been made nor will be made by the bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a bid on this project.

BIDDER: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 7/30/2008
<b>PRODUCER</b> Name, address and phone number of contractor's insurance agent			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> Name and address of contractor			<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Carrier Name (Bests rating) INSURER B: "A" "VII" or better INSURER C: INSURER D: INSURER E:		<b>NAIC #</b>	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	Policy Number	xxx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (any one person) \$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				PERSONAL AUTO INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY	Policy Number	xxx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
A	X	EXCESS/UMBRELLA LIABILITY	Policy Number	xxx/xx/xxxx	xx/xx/xxxx	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	xxx/xx/xxxx	xx/xx/xxxx	X WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED				E.L. EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Town of Goshen, its agents, employees, elected officials and volunteers as additional insured for general liability. Contractor and its general liability insurer waive all rights of subrogation against the Town of Goshen arising from work on the following project: (insert either address of specific work site or "all permit work in the town")						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		